

Expiration Date \_\_\_\_\_  
Optional Renewals \_\_\_\_\_  
Insurance Required ☐ Y ☐ N  
Maximum Amt of Contract  
\$ \_\_\_\_\_  
Terms \_\_\_\_\_

**DISTRIBUTION:**

- ☐ Finance  
☐ Contractor  
☐ Purchasing  
☐ Requisitioning Department  
☐ Buyer



**DIVISION OF PURCHASING**  
**Two Centennial Plaza**  
**805 Central Avenue, Suite 234**  
**Cincinnati, Ohio 45202-1947**

**AGREEMENT**

**BETWEEN**

**THE CITY OF CINCINNATI**  
**PARTY OF THE FIRST PART**  
**AND**

**ALS Environmental**  
**Party of the Second Part**  
**4388 Glendale-Milford Rd**  
**Cincinnati, OH 45242**  
**Phone No. 513-733-5336/FAX 513-733-5347**  
**INSTRUCTIONS FOR EXECUTING AGREEMENT**

**START DATE**

**AGREEMENT No. 164R005116**

**BID No. 164R905116**

**COMMODITY CLASS No. 961-48**

**MATERIAL OR SERVICES**

**Laboratory and Field Testing  
Services**

**REQUIRED FOR**

**MSDGC**

**BUYER David Nash 513-352-3768**

**CONTRACT:** The agreement must be signed in full by the Contractor as specified below, and the original, together with all copies of same, returned to **City of Cincinnati Purchasing, Two Centennial Plaza, 805 Central Avenue, Suite 234, Cincinnati Ohio, 45202**. One copy will be returned to the Contractor when fully executed by the city. **ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES.**

**CORPORATION:** If a corporation, the agreement must be signed with full name of the corporation, followed by the ***signature of the President, Vice-President, or persons authorized to bind it in the matter.*** Should other than the President or Vice-President sign the agreement, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.

**LLC:** Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

**PARTNERSHIP:** If a partnership, the full name of all the partners composing the same must be given and the agreement signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.  
Jones-Smith Company, by John Jones, a partner."

**SOLE OWNERSHIP:** If sole ownership, agreement should be signed in the following manner:

"John Jones, Sole Owner."

## GENERAL CONDITIONS AND TERMS OF AGREEMENT

- 1) **General:** The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, Specifications, Plans, Profiles or Drawings applying to the original proposal are made a part of the contract.
- 2) **Definitions:** The term "City" wherever used in the contract shall mean the City of Cincinnati, the party of the first part, acting through its City Manager or his properly authorized agent.  
The term "Contractor" wherever used in the contract shall mean the party of the second part entering into a contract with the City for furnishing materials, supplies, or equipment, or for the performance of the work set forth herein.
- 3) **Infringements and Indemnification:** The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; the Contractor further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the contractor, his servants, or agents.  
To this extent the contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City, whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided shall be set forth in the bid document.
- 4) **Default Provisions:** In case of default by the Contractor, the City of Cincinnati may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
- 5) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 6) **Workers' Compensations:** Insofar as Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the bid document.
- 7) **Delivery:** Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.
- 8) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.  
The Purchasing Division will continue to issue the exemption certificates upon request.
- 9) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
- 10) **Invoices:** Must be prepared upon the standard invoice of the Contractor.
- 11) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the City when the materials, supplies, equipment or the work performed has been fully delivered or completed to the full satisfaction of the City.
- 12) **Policy of Non-Discrimination:**
  - a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
  - b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.
- 13) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**
- 14) **Amendment:** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- 15) **Entirety:** This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 16) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated contract. Each Entity will issue its own purchasing document based on the contract's pricing.

## ARTICLES OF AGREEMENT

This agreement made and entered into by and between the party of the first part and the party of the second part.

WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

## **REQUISITIONER(S)**

This contract is for furnishing Laboratory and Field Testing, as listed herein, during the period of the contract, as required by Metropolitan Sewer District.

## **QUANTITIES AND DURATION**

The quantities listed herein are the City Department(s) or Division(s) listed herein, estimated requirements for a twelve (12) month period; however, they shall not govern the actual quantities purchased during the contract period.

It is estimated that on a time proportionate basis the quantities for an optional renewal period will approximate the quantities listed herein; however, they shall not govern the actual quantities purchased during the optional renewal period.

## **CERTIFICATION**

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

## **REQUESTED ITEMS**

The City Department(s) or Division(s), listed herein, will purchase on this contract its needs of only the items listed herein.

## **PRICING - ITEMS 1 – 32.4**

Prices for Items 1 – 32.4 shall be firm, not subject to change

## **PRICING - ITEM 33**

The prices shall be based on the current price list in effect at time of ordering less any discount stated herein.

Price increases shall be "in effect" on the printed published date of the current price list provided such price list has been received by the City Purchasing Agent prior to or on the published date; otherwise price increases shall not apply until the date the revised price list is received by the City Purchasing Agent. Price decreases shall be "in effect" on the printed published date of the current Price List.

In the absence of availability of current price lists, any request for price changes shall be supported by a written notice from the publisher of the price list.

#### **TRADE DISCOUNT – MISCELLANEOUS TESTING**

All discounts stated herein, other than cash discounts indicated in the space provided on the cover sheet shall be considered as trade discounts.

All trade and cash discounts will be computed on the basis of and deducted as "chain" discounts from the net amount remaining after the deduction of any applicable Federal Excise Tax or allowance.

The trade discounts and cash discounts stated herein shall be applicable to all similar types of items in the manufacturer's price list, and shall be firm for the life of the contract.

#### **DELIVERY**

The services shall be furnished as needed and ordered to the Metropolitan Sewer District.

#### **INITIAL CONTRACT PERIOD**

The material shall be delivered as ordered during the period beginning on the effective date and ending August 31, 2017.

#### **OPTIONAL RENEWAL PERIOD(S)**

At the sole discretion of the City the contract may be renewed for two (2) additional twelve (12) month periods ending August 31, 2019.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than thirty days prior to the expiration of the current contract period. Such notice shall be provided in writing no later than 60 days prior to the end of the current contract period.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

#### **TERMINATION**

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made

to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

#### **SEND INVOICE TO**

Invoices must be submitted on the contractor's standard invoice and mailed to: Metropolitan Sewer District, 1600 Gest Street, Cincinnati, Ohio 45204.

The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) to facilitate audit of invoices by the City of Cincinnati.

#### **SPECIFICATIONS**

Shall be in accordance with the Detailed Specifications included herein.

#### **CONTRACTOR REGISTRATION**

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

#### **EEO/SBE REGULATIONS (MSDGC)**

**PLEASE DIRECT ALL QUESTIONS ABOUT CONSTRUCTION EEO to MSDGC's CONTRACT COMPLIANCE OFFICER, WHO CAN BE REACHED AT 513/352-3278.**

**PLEASE DIRECT ALL QUESTIONS ABOUT SBE TO MSD's SMALL BUSINESS ENTERPRISE OFFICE AT 513/557-5967.**

The contractor will be subject to the provisions of the Metropolitan Sewer District of Greater Cincinnati's (MSDGC) program regarding Equal Employment Opportunity (EEO) and Small Business Enterprise (SBE).

Requirements of the Equal Employment Opportunity Program include the submission of form METROPOLITAN SEWER DISTRICT (MSD) 147.

## **SUBCONTRACTORS**

In the event the contractor employs a subcontractor (including "1099 employees") without first securing the required approval of the subcontractor by MSD, on an MSD Form 208, MSD shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by MSD.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is the Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

MSD shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal or other communication leading to a contract, but before the approval or award of the contract.

MSD shall not unreasonably withhold approval of a subcontractor.

Form 208 Subcontractor Approval and Substitution Request Form is available at:

[http://www.msdc.org/about\\_msd/capital\\_improvement\\_program/construction\\_contracts/contract\\_compliance\\_program/cc\\_forms/index.html](http://www.msdc.org/about_msd/capital_improvement_program/construction_contracts/contract_compliance_program/cc_forms/index.html)

## **ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS**

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part thereof unless prior approval from the City's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein.

## **ADDITIONAL TEST**

If during the course of the contract new requests for sample testing become available, the City may add them to the contract at the price quoted by issuance of a Change Order, if approved by the City Purchasing Agent. If the price quoted is deemed excessive the City reserves the right to contract with others to perform the testing services.

**CITY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE**

When, in the City's opinion, delivery time of any item becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled.

It is agreed that both options may be taken with no liability to the City.

**REQUIREMENTS AND DATA**

All samples shall be analyzed in accordance with EPA method as outline in 40 CFR 136.

Estimates are for a 12 month period.

All quantities are on a more or less basis.

All pricing includes pickup at MSD laboratory.

**PRICING INFORMATION**

Item No.	Qty	Description	Unit Price	Extended Total	NELAPS analysis
1	100 ea	Metals by ICP-AES spectroscopy, EPA method 200.7 any of the following or as stated in the method:  Arsenic                      Strontium Antimony                    Molybdenum Barium                        Nickel Beryllium                    Silver Calcium                      Thallium Cobalt                        Tin Copper                        Zinc Lead                           Chromium Strontium                    Selenium Cadmium                    Titanium Magnesium                  Vanadium	\$ <u>5.00</u> /ea	\$ <u>500.00</u>	YES
2	100 ea	Metals by Furnace Technique: EPA method 200.9; any of the following:  Antimony                    Chromium Arsenic                      Lead Beryllium                    Selenium Cadmium                    Thallium Tin                            Silver Copper	\$ <u>15.00</u> /ea	\$ <u>1,500.00</u>	YES
3	50 ea	Mercury sludge by the manual or automated cold vapor method, EPA method SW846 7471	\$ <u>15.00</u> /ea	\$ <u>750.00</u>	
4	30 ea	Mercury by Oxidation/Purge & Trap CVAFS. EPA method 1631 or 245.7	\$ <u>50.00</u> /ea	\$ <u>1,500.00</u>	YES



Item No.	Qty	Description	Unit Price	Extended Total	NELAPS analysis
		<b>General Inorganic Analyses</b>			
5	40	Oil & Grease total 1664-HEM, & SGT-HEM non polar material	\$ <u>30.00</u> /ea	\$ <u>1,200.00</u>	Yes
6	100	TOC – liquid SM5310C/9060	\$ <u>20.00</u> /ea	\$ <u>2,000.00</u>	
7	100	TOC – solid SM5310C/9060	\$ <u>20.00</u> /ea	\$ <u>2,000.00</u>	
8	5	Paint filter method 9095	\$ <u>10.00</u> /ea	\$ <u>50.00</u>	
		<b>Toxicity Characteristic Leaching Procedure (TCLP) SW method 1311</b>			
9a	10	TCLP extraction for metals and analysis	\$ <u>150.00</u> /ea	\$ <u>1,500.00</u>	
9b	10	TCLP extraction for semi volatiles, pesticide and analysis	\$ <u>200.00</u> /ea	\$ <u>2,000.00</u>	
9c	10	TCLP extraction for extraction for volatiles and analysis	\$ <u>150.00</u> /ea	\$ <u>1,500.00</u>	
		<b>CYANIDE</b>			
10		Cyanide, total, by the Manual Distillation-colorimetric method. EPA Method 335.4			YES
10.A	60 ea	1) Liquid Sample	\$ <u>20.00</u> /ea	\$ <u>1,200.00</u>	YES
10.B	20 ea	2) Sludge Sample	\$ <u>22.00</u> /ea	\$ <u>440.00</u>	YES

Item No.	Qty	Description	Unit Price	Extended Total	NELAPS analysis
11		Cyanide, free, by Manual Distillation colorimetric method. Method 412H in ASTM D 7237-10, Cyanide Amendable, SM 4500 CN-G-1999.			YES
11.A	60 ea	1) Liquid Sample	\$ <u>60.00</u> /ea	\$ <u>3,600.00</u>	YES
11.B	20 ea	2) Sludge Sample	\$ <u>60.00</u> /ea	\$ <u>1,200.00</u>	YES
12	20 ea	Sulfate EPA method 375.4	\$ <u>12.00</u> /ea	\$ <u>240.00</u>	YES
13	20 ea	Sulfite, SM 4500 SO <sub>3</sub> -B	\$ <u>25.00</u> /ea	\$ <u>500.00</u>	YES
14	20 ea	Chlorophyll, SM-10200 H(2)	\$ <u>45.00</u> /ea	\$ <u>900.00</u>	YES
		<b>NUTRIENTS</b>			
15	15 ea	Total Kjeldahl Nitrogen, EPA method 351.2	\$ <u>25.00</u> /ea	\$ <u>375.00</u>	YES
16	15 ea	Total Phosphorus, EPA method 365.1	\$ <u>12.00</u> /ea	\$ <u>180.00</u>	YES
17	15 ea	Ammonia Manual Distillation followed by automated phenate EPA Methods 350.1	\$ <u>12.00</u> /ea	\$ <u>180.00</u>	YES
18	10 ea	Nitrite – Nitrate EPA Method 353.2	\$ <u>12.00</u> /ea	\$ <u>120.00</u>	YES
		<b>ORGANICS</b>			
19	40 ea	Organics by EPA Methods 624. This represents the compounds listed in 40 CFR 136.	\$ <u>60.00</u> /ea	\$ <u>2,400.00</u>	YES
20	10 ea	Organics to include the 10 most abundant non-priority pollutant compounds present.	\$ <u>0</u> /ea	\$ <u>0</u>	YES

Item No.	Qty	Description	Unit Price	Extended Total	NELAPS analysis
21	25 ea	Organics in sludge by EPA 624s, plus identify 10 most abundant non-priority pollutant compounds present.	\$ <del>180.00</del> /ea	\$ <del>2,000.00</del>	YES
22	25 ea	Organics in sludge by EPA 625s, plus identify 10 most abundant non-priority pollutant compounds present.	\$ <del>145.00</del> /ea	\$ <del>3,625.00</del>	YES
23	25 ea	Organics by EPA Method 625. This represents compounds listed in 40 CFR 136, Appendix A Method 625.	\$ <del>145.00</del> /ea	\$ <del>3,625.00</del>	YES
<b>BIOASSAY</b>					
24	30 ea	48-hour acute definitive bioassay test as described in EPA 600/4-85/013 using Ceriodaphnia.	\$ <del>170.00</del> /ea	\$ <del>5,100.00</del>	
25	30 ea	96-hour acute definitive bioassay test as described in EPA 600/4-85/013 using Pimephales (fathead minnow).	\$ <del>400.00</del> /ea	\$ <del>12,000.00</del>	
26	6 ea	A definitive chronic bioassay test conducted over 7 days using Ceriodaphnia to test for survival and reproduction effects as described in EPA Report 600/4-85/013.	\$ <del>800.00</del> /ea	\$ <del>4,800.00</del>	
27	6 ea	A definitive chronic bioassay test conducted over 7 days using Pimephales Promelas to test for survival and reproduction effects as described in EPA Report 600/4-85/013.	\$ <del>900.00</del> /ea	\$ <del>5,400.00</del>	
28	6 ea	A screening bioassay, using Ceriodaphnia or Pimephales Promelas at 100% by volume of the sample, which is used to check for acute and/or chronic effects based on whether a chronic or an acute bioassay test is being conducted on the effluent. A control is to be run along with the screening test. The test is performed as described in EPA Report 600/4-85/013.	\$ <del>90.00</del> /ea	<del>\$ 540.00</del> <del>\$ 540.00</del> Jan 7/14/16	

Item No.	Qty Est.	Description	Unit Price	Extended Total	NELAPS analysis
29	20	Dioxins (aqueous & solids): Determination of 2,3,7,8-tetrachlorodibenzo-p-dioxin by EPA method 608 or similar.	\$ <u>50.<sup>00</sup></u> /ea	\$ <u>1,000.<sup>00</sup></u>	
30	20	Pesticides (aqueous & solids): Determination of Pesticides by EPA method 608 Aldrin                                      Heptachlor alpha-BHC                                Heptachlor Epoxide beta-BHC Hexachlorobenzene delta-BHC                                Endosulfan I Lindane                                    Endosulfan II 4,4'-DDD                                Endosulfan sulfate 4,4'-DDT                                Endrin 4,4'-DDE                                Enfrin aldehyde Toxaphene                                PCB 1016 PCB 1221                                PCB 1232 PCB 1242                                PCB 1248 PCB 1254                                PCB 1260	\$ <u>100.<sup>00</sup></u> /ea	\$ <u>2,000.<sup>00</sup></u>	
31		Wet Chemistry analyses			
31.1	20	Alkalinity Standard method 2320 B	\$ <u>12.<sup>00</sup></u> /ea	\$ <u>240.<sup>00</sup></u>	YES
31.2	20	BOD/CBOD Standard Method 5210B	\$ <u>20.<sup>00</sup></u> /ea	\$ <u>400.<sup>00</sup></u>	YES
31.3	20	Fecal Coliform Standard Method 9222D	\$ <u>25.<sup>00</sup></u> /ea	\$ <u>500.<sup>00</sup></u>	YES
31.4	20	Ecoli Standard Method 9323B	\$ <u>25.<sup>00</sup></u> /ea	\$ <u>500.<sup>00</sup></u>	YES
31.5	20	SPC Standard Method 9215D	\$ <u>25.<sup>00</sup></u> /ea	\$ <u>500.<sup>00</sup></u>	YES
32		Pharmaceuticals			
32.1	48	EPA Method 1666	\$ <u>110.<sup>00</sup></u> /ea	\$ <u>5,280.<sup>00</sup></u>	
32.2	48	EPA Method 8260	\$ <u>40.<sup>00</sup></u> /ea	\$ <u>1,600.<sup>00</sup></u>	
32.3	48	EPA Method 8015	\$ <u>100.<sup>00</sup></u> /ea	\$ <u>4,800.<sup>00</sup></u>	
32.4	48	EPA Method 8315	\$ <u>150.<sup>00</sup></u> /ea	\$ <u>7,200.<sup>00</sup></u>	

Unofficial Total Items 1 through 32.4 \$ 87,745.<sup>00</sup>

Item No.		Metals	Trade Discount
		<b>MISCELLANEOUS TESTING</b>	
33		Miscellaneous Analytical Waste Water Testing: a. Waste Water b. Soil c. Stormwater d. Used Oil e. Other Miscellaneous Materials	<u>20</u> % From Fee Schedule/ Price List

Title/No. of Fee Schedule: General Price List  
ALS Environmental Price List June 2016.pdf  
 Effective date of schedule: June 2016

Prices for Item 33 shall be in the form of a uniform trade discount applied to the List Price of Fee Schedule for the Miscellaneous Test Category.

A copy of the price list/fee schedule **must** be provided with the bid.

The bidder shall furnish the information requested above.

All prices and discounts include pickup of samples and delivery of results.

## DETAILED SPECIFICATIONS

### LABORATORY SERVICES/SEWER DEPARTMENT

Laboratory services are desired by the Metropolitan Sewer District of Greater Cincinnati (MSD). This contract shall allow for organic and inorganic analyses as well as the toxicity of effluents toward freshwater organisms.

1. The analyses required by MSD shall be performed according to the methods found in one of the following sources:
  - 1.1 "Methods for Chemical Analysis of Water and Wastes," EPA-600/4-79-020 (March, 1979).
  - 1.2 "Standard Methods for the Examination of Water and Wastewater," 18 Edition, 1992, published by American Public Health Association.
  - 1.3 Test Methods as described in 40CFR136. See Federal Register 49 (209), 1, 1984.
  - 1.4 "Test Methods for Evaluating Solid Waste," USEPA, SW846, 3rd Edition, November, 1986.
  - 1.5 "Methods for Measuring the Acute Toxicity of Effluents to Freshwater and Marine Organisms," Third Edition, Environmental Monitoring and Support Laboratory, EPA/600/4-85/013, March, 1985.
  - 1.6 USEPA Test Methods 624s and 625s which are directed to the analysis of organics in sludge.
  - 1.7 USEPA Methods 624 and 625 are especially important and must include the following analytes. (See list.)
2. All of the analyses shall be performed using the appropriate quality control procedures. The procedures to be employed are described in Chapter 1, Volume 1A: Laboratory Manual Physical/Chemical Methods in "Test Methods for Evaluating Solid Waste". SW-846, Third Edition, November, 1986 or the most current edition.
3. All of the analyses shall be performed at the contractor's facility by the contractor with the exception of: a.) asbestos using the scanning electron microscope, b.) sludge using USEPA Methods 624s and 625s and c.) measurement of acute toxicity of effluents to freshwater and marine organisms. The asbestos, the sludge and the bioassay may be sent out to other laboratories, after MSD has been informed, and has approved the other laboratory. Failure of the successful bidder to notify the MSD of any subcontracting lab shall be justification for the MSD to cancel the contract without advance notification.
4. The contractor shall provide all sample containers with the appropriate stabilizer and/or preservatives. The containers shall be delivered to the facilities of Metropolitan Sewer Division (MSD) at 1600 Gest Street, Cincinnati, Oh 45204, as

required. MSD assumes the responsibility of returning the samples to the laboratory in a timely fashion.

5. MSD shall make arrangements at least one week prior to sampling in order to give the laboratory time to schedule the analysis. The laboratory shall pick up samples in a timely fashion from MSD, 1600 Gest Street, Cincinnati, Ohio 45204, for transport. The samples shall be properly preserved (wet ice) during the transportation.
6. The contractor shall, at the time of bid submission, have all necessary certifications, accreditations, and qualifications to provide the services listed herein. The contractor shall attach copies of all documents necessary to demonstrate compliance. Also, if the contractor plans to use a subcontract lab to perform services the subcontract lab shall also have all necessary qualifications, and the contractor shall likewise present proof of the subcontractor's qualifications upon demand.
7. The contractor shall be able to provide weekend and holiday support to MSD lab if required.
8. The contractor shall be able to provide immediate pick up services for analyses with short holding time including but not limited to fecal, e-coli, hexavalent chromium, nitrite & nitrate, BOD, CBOD. The contractor shall provide carrier and/or mailing labels for shipping to ensure samples arrive within their hold time.

## ORGANICS

DIOXIN                      Dioxin (2,3,7,8 TCDD)

### PEST/PCB

<u>Analyte</u>	<u>CAS Number</u>
delta-BHC	319-86-8
gamma-BHC (Lindane)	58-89-9
Chlordane	57-74-9
4,4'-DDD	72-54-8
4,4'-DDT	50-29-3
4,4'-DDE	72-55-9
Dieldrin	60-57-1
Endosulfan I	959-98-8
Endosulfan II	33212-65-9
Endosulfan sulfate	103107-8
Endrin	72-20-8
Endrin aldehyde	7421-93-4
Heptachlor	76-44-8
Heptachlor epoxide	1024-57-3
Toxaphene	8001-35-2
PCB 1016	12674-11-2
PCB 1221	1104-28-2
PCB 1232	11141-16-5
PCB 1242	53469-21-9
PCB 1248	12672-29-6
PCB 1254	11097-69-1
PCB 1260	11096-82-5

### Organic Volatiles 9 EPA 624)

<u>Analyte</u>	<u>CAS Number</u>
1,1,1-Trichloroethane	71-55-6
1,1,2,2-Tetrachloroethane	79-34-5
1,1,2-Trichloroethane	79-00-5
1,1-Dichloroethane	75-34-3
1,1-Dichloroethene	75-35-4
1,2-Dichlorobenzene	95-50-1
1,2-Dichloroethane	107-06-2
1,2-Dichloropropane	78-87-5
1,3-Dichlorobenzene	541-73-1
1,4-Dichlorobenzene	106-46-7
2-Butanone	78-93-3
2-Chloroethylvinylether	110-75-8
2-Propanone	67-64-1



Acrolein	107-02-03
Acrylonitrile	107-13-1
Benzene	71-43-2
Bromodichloromethane	75-27-4
Bromoform	75-25-2
Bromomethane	74-83-9
Carbon Tetrachloride	56-23-5
Chlorobenzene	108-90-7
Chloroethane	75-00-3
Chloroform	67-66-3
Chloromethane	74-87-3
cis-1,3-Dichloropropene	10061-01-5
Dibromochloromethane	124-48-1
Ethylbenzene	100-41-4
Methylene Chloride	75-09-2
Tetrachloroethene	127-18-4
Toluene	108-88-3
Toluene-d8	108-88-3
Trans-1,2-Dichloroethene	156-60-5
trans-1,3-Dichloropropene	10061-02-6
Trichloroethene	79-01-6
Trichlorofluoromethane	75-69-4
Vinyl Chloride	75-01-4

#### Semi-Organic EPA 625

Analyte	CAS Number
1,2,4-Trichlorobenzene	120-82-1
1,2-Diphenylhydrazine	122-66-7
2,3 dichloroaniline	608-27-5
2,4,6-Trichlorophenol	88-06-2
2,4-Dichlorophenol	120-83-2
2,4-Dimethylphenol	105-67-9
2,4-Dinitrophenol	51-28-5
2,4-Dinitrotoluene	121-14-2
2,6-Dinitrotoluene	606-20-2
2-Chloronaphthalene	91-58-7
2-Chlorophenol	95-57-8
2-Nitrophenol	88-75-5
3,3-Dichlorobenzidine	91-94-1
4,6-Dinitro-o-cresol	534-52-1
4-Bromophenyl phenyl ether	101-55-3
4-Chloro-3-methylphenol	59-50-7
4-Chlorophenyl phenyl ether	7005-72-3
4-Nitrophenol	100-02-7
Acenaphthene	83-32-9
Acenaphthylene	208-96-8
acetophenone	98-86-2

alpha terpineol	98-55-5
aniline	62-53-3
Anthracene	120-12-7
Benzidine	92-87-5
Benzo(a)anthracene	56-55-3
Benzo(a)pyrene	50-32-8
Benzo(b)fluoranthene	205-99-2
Benzo(ghi)perylene	191-24-2
Benzo(k)fluoranthene	207-08-9
bis(2-Chloroethoxy)methane	111-91-1
Bis(2-Chloroethyl)ether	111-44-4
Bis(2-chloroisopropyl)ether	108-60-1
bis(2-ethylhexyl)phthalate	117-81-7
Butyl benzyl phthalate	85-68-7
carbazole	86-74-8
Chrysene	218-01-9
Dibenzo(a,h)anthracene	53-70-3
Diethyl phthalate	84-66-2
Dimethyl phthalate	131-11-3
Di-n-butyl phthalate	84-74-2
Di-n-octyl phthalate	117-84-0
Fluoranthene	206-44-0
Fluorene	86-73-7
Hexachlorobenzene	118-74-1
Hexachlorobutadiene	87-68-3
Hexachlorocyclopentadiene	77-47-4
Hexachloroethane	67-72-1
Indeno(1,2,3-cd)pyrene	193-39-5
Isophorone	78-59-1
Naphthalene	91-20-3
n-decane	124-18-5
Nitrobenzene	98-95-3
n-nitrosodimethylamine	62-75-9
n-nitrosodi-n-propylamine	621-64-7
n-nitrosodiphenylamine	86-30-6
n-octadecane	593-45-3
o-cresol	95-48-7
p-cresol	106-44-5
Pentachlorophenol	87-86-5
Phenanthrene	85-01-8
Phenol	108-95-2
Pyrene	12-00-0
pyridine	110-86-1

## Pharmaceutical Compound List

### Contract Lab methods

EPA 1666 (VOA vials (3), HCl-preserved pH<2, 14 day hold time):

- Ethyl acetate
- Isopropyl acetate
- n-Amyl acetate

EPA 8260 (VOA vials (3), HCl-preserved pH<2, 14 day hold time):

- n-Butyl acetate
- n-Heptane
- n-Hexane
- Tetrahydrofuran
- Xylene
- 4-Methyl-2-pentanone (MIBK)
- Isopropyl ether (Diisopropyl ether)

EPA 8015 (VOA vials (3), HCl-preserved pH<2, 14 day hold time):

- Diethylamine
- Methyl Formate
- Triethylamine

EPA 8315 (250 ml amber glass (2), unpreserved, 3-day hold time):

- Isobutyraldehyde

## QUESTIONNAIRE

This questionnaire, required to be completed by the contractor, shall become an obligation to be fulfilled by the successful contractor as part of the Contract.

Company Name: ALS Environmental

Address: 4388 Glendale - Milford Rd - Cincinnati, OH 45242

Phone/Contact Person: (513) 733-5330 Josh McKinney

E-mail Address: josh.mckinney@alsglobal.com

Do you plan to subcontract any testing services listed herein? Yes ☒ No ☐

If yes, what testing services will be subcontracted (see detailed specifications Section 3)?

Metals by furnace, Fecal Coliform, E-Coli, SPC, TCLP Metals, SVOCs, VOCs, Pests, 624 VOC's, 65 SVOC's, 608 Pest/PCB's

If you plan to subcontract, list the name, address, and contact person for each subcontract lab:

Lab Name	Address	Phone/Contact Person
<u>Pace Analytical</u>	<u>25 Holiday Dr. Englewood, OH</u>	<u>Allison Hudson (937) 832-8242</u>
<u>Q Laboratories</u>	<u>1400 Harrison Ave Cincinnati</u>	<u>Megan (513) 471-1300</u>
<u>Summit Environmental</u>	<u>3310 Winst, Lyndhurst Falls (Cleveland area)</u>	<u>Dr. Osmaun 330-253-8211</u>

Have you provided copies of all documents necessary to demonstrate your company is in possession of all necessary qualifications, certifications and accreditations to perform testing services listed herein? Yes ☒ No ☐. If No, your bid will be rejected.

Have you attached a copy of yours/or the lab you will use NELAP certification?

Form Purch 160 (Rev. 02/2003)

## **CONTRACTORS INSURANCE**

### **1. ALL INSURANCE**

#### **1.1 General**

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

#### **1.2 Proof of Carriage**

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

### **2. STATE OF OHIO WORKERS COMPENSATION INSURANCE**

#### **2.1 Coverage Required**

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

#### **2.2 Proof of Carriage**

Certificate or Policy

### **3. GENERAL LIABILITY INSURANCE**

#### **3.1 Coverage Required**

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

#### **3.2 Proof of Carriage**

(a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or, (b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the

City of as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

Form Purch 160 (Rev. 02/2003)

#### **4. OTHER INSURANCE**

##### **4.1 Coverage Required**

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

##### **4.2 Demolition Coverage**

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

##### **4.3 Proof of Carriage**

Unless otherwise specified, proof shall be in the form stated in section 3.2.

#### **5. FAILURE TO KEEP INSURANCE IN EFFECT**

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

#### **BASIC INSURANCE COVERAGE**

##### **General Liability**

<b>Combined Single Limit -</b>	<b>BI &amp; PD</b>	<b>\$1,000,000 Per Occurrence</b>
	<b>Personal Injury</b>	<b>\$1,000,000 Per Occurrence</b>
	<b>Aggregate</b>	<b>\$1,000,000</b>

##### **Automobile Liability**

<b>Combined Single Limit -</b>	<b>BI &amp; PD</b>	<b>\$1,000,000 Per Occurrence</b>
	<b>Aggregate</b>	<b>\$1,000,000</b>

Note: Coverage should include hired and non-owned autos.

##### **Builders Risk**

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.

**EXPENDITURE LIMITATION**

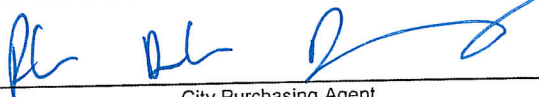
Expenditures under this agreement shall not exceed \$250,000.00 during a 12 month period, nor exceed \$500,000.00 during the entire life of the Agreement. This Agreement shall immediately terminate when either limit is reached.

**TAX EXEMPT** (Unless otherwise indicated)

*Signatures must be original to be valid.*

**THE CITY OF CINCINNATI**

By

  
City Purchasing Agent

Date

8/13/2016

**CONTRACTOR**

(Print Company Name in full)

By

Name in Print

RAJNARAN

GROUP GENERAL MANAGER  
Title